

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE <b>1</b>	OF PAGES <b>1</b>
2. AMENDMENT/MODIFICATION NO. <b>A004</b>		3. EFFECTIVE DATE <b>8/9/12</b>		4. REQUISITION/PURCHASE REQ. NO. <b>AC-12-03684</b>		5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY FAA, MIKE MONRONEY AERONAUTICAL CENTER NAS CONTRACTING TEAM AMQ-210 P O BOX 25082 OKLAHOMA CITY OK 73125-4929				7. ADMINISTERED BY <i>(If other than Item 6)</i> <b>FOR MORE INFORMATION CONTACT:</b> Name: Connie Houpt Telephone No. (405) 954-7820		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>All Offerors</b>				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. <b>DTFAAC-12-R-03684</b>	
					9B. DATED <i>(SEE ITEM 11)</i> <b>7/10/12</b>	
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE CODE					10B. DATED <i>(SEE ITEM 13)</i>	
FACILITY CODE						
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is <input type="checkbox"/> extended <input checked="" type="checkbox"/> is not extended. <b>NOTE: If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements.</b> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Item 8 and 15, and returning <u>1</u> copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14,					
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>					
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> The Request for Offer referenced in Item 9A above for STB Renovation is amended as follows:  <ul style="list-style-type: none"> <li><b>Page 11 of the SIR/RFO is replaced by Pages 11R(a) and 11R(b) to add Clause H.11 Commissioning.</b></li> </ul> Reference Item 11 above. Acknowledge receipt of this amendment to: FAA Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard (P.O. Box 25082, Zip 73125-4933) Oklahoma City, OK 73169-4933						
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>				BY _____ <i>(Signature of Contracting Officer)</i>		

**H.9 Personnel and Supervision (October 2006)****CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COR.

**H.10 Strikes or Picketing Affecting Timely Completion of the Contract Work**  
(September 2006)**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**H.11 Commissioning**

The contractor will be responsible for providing required access, labor, equipment and tools to; perform functional testing of various systems indicated in the contract documents; perform demonstration(s) of various systems indicated in the contract documents; provide training of FAA personnel and/or agents as indicated in the contract documents; and accommodate activities of independent commissioning entities.

Commissioning, testing and demonstrations are required to ensure that the devices and/or systems operate according to project documents. The contractor and the commissioning entity shall provide the government the scheduled dates and times for commissioning of various systems for approval.

**PART II - SECTION I**  
**CONTRACT CLAUSES**

**I.1 Save Harmless and Indemnity Agreement (January 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.2 Liability Insurance (January 1997)****CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and California State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."